

Request For Information

1.
 - a. State the legal name and mailing address of the Company.
Parker Interior Plantscape Inc.
 - b. State the name(s) and address(es) of the current (or most recent) President, Chairman of the Board and Chief Executive Officer (or other presiding officer) of the Company.
Richard Parker - Pres.
Steven Parker - VP
 - c. State the legal form of business of the Company (e.g., corporation, partnership, etc.). If the Company is a corporation, identify the state and date of incorporation and the agent for service of process in the state of incorporation and in New Jersey. *Corporation - NJ - 5/29/79*
I guess I am the agent.
 - d. If the Company is a subsidiary or affiliate of another corporation, or has subsidiaries, identify each such entity and its relationship to the Company, and state the name(s) and address(es) of each such entity's President, Chairman of the Board and Chief Executive Officer. Identify the state and date of incorporation and the agent for service of process in the state of incorporation and in New Jersey for each entity identified in the response to this question. *N/A*
2. If you are identifying a business entity that no longer exists, provide all the information called for in Question 1, except for the agent for service of process. If a business entity conducted business under more than one name, provide each name. *N/A*
3. If the Company, or any of the business entities identified in Question 1 above, has or had an EPA Identification Number, provide all such numbers and the name of the entity with which they are associated. *N/A*
4. If the Company has at any time leased, maintained, occupied or used any real property at the Site, provide all documentation evidencing such relationship, including deeds, leases, or other such documents that relate to the Site or any portion thereof. Include the numbers and locations of building(s) or areas leased, maintained, occupied or used and the dates of occupation or use by the Company. ~~Never used or seen~~ *Attached*
5. If the Company had a permit or permits issued pursuant to RCRA during the time it leased, maintained, occupied or

used any building or area of the Site, describe when the permit was obtained and what activities were allowed by the permit, and provide a copy of the permit application and the permit. *N/A*

6. Describe the operations or activities at each building or area of the Site of each business entity identified in Question 1 above. Your description should include, but not be limited to, all manufacturing, research and development, processing and/or handling activities. For each type of operation described in the answer to this Question, provide the name(s), and job description(s) of the person or persons responsible for the management of that particular operation or activity. If such person(s) are no longer employed by the Company, provide their last known address(es). *Storage of Christmas decorations*

Richard Parker - Pres - managed the operation

7. Provide a detailed list of chemicals, including hazardous substances, hazardous wastes and industrial waste materials used, stored, generated or handled by the Company at the Site, and describe the use of each of the chemicals identified. Estimate quantities used on an annual basis and provide the sources of these chemicals at that time. Attach any documents used to prepare the list.

NONE USED ON SITE

8. Provide the analytical results of any analysis the Company performed, or caused to be performed, of hazardous substances, hazardous wastes or industrial waste materials identified in response to Question 7, or any hazardous substances, hazardous wastes and industrial waste materials used, stored, generated or handled at the Site by any person(s) other than the Company. *NONE USED or STORED*

9. Describe all storage and disposal practices employed by the Company with respect to all hazardous substances, hazardous wastes and/or industrial waste material handled at the Site in any way during the time the Company leased, maintained, occupied or used any real property at the Site. Include all on-site and off-site storage and disposal activities.

No Storage or disposal

10. Provide a copy of each document that relates to the generation, purchase, use, handling, hauling, and/or disposal of all hazardous substances, hazardous wastes and/or industrial waste material identified in response to Questions 6, 7, 8 and 9 above. If you are unable to provide a copy of any document, then identify the document by describing the nature of the document (e.g., letter, file, memo, invoice, inventory form, billing record,

No Storage or disposal

Page 9 of Enclosure to Letter from Raymond Basso

hazardous waste manifest, etc.), describe the relevant information contained therein, identify by name and job title the person who prepared the document, and explain where the document is stored and why it is not available.

11. Identify each person having knowledge of the facts relating to the generation, storage, treatment or disposal of hazardous substances, hazardous wastes or industrial waste materials identified in response to Questions 6, 7, 8 and 9 above. For each person identified, provide the name, address and telephone number of that person and the basis of your belief that he or she has such knowledge.
Richard Parker, 7 Albany Lane, Scotch Plains, NJ 07076 908-322-5555 x100
12. Provide a copy of any contract, permit or other written agreement entered into by the Company relating to the generation, handling, transport and/or disposal of all hazardous substances, hazardous wastes and/or industrial waste material at the Site. If the documents are not available, refer to Question 10 above, for the specific information required. *N/A*
13. Did any leaks and/or spills of any hazardous substances, hazardous wastes and/or industrial waste material occur at the Site? If so, provide the date(s), response action(s) taken and the ultimate disposal of the hazardous substance, hazardous waste and/or industrial waste material resulting from those leaks and/or spills. *No leaks or spills.*
14. Describe any activities by the Company that resulted in the excavation, disturbance or redistribution of soils at the Site. *Nothing like this happened*
15. Indicate whether the Company used lagoons, impoundments and/or storage tanks to store, treat and/or dispose of hazardous materials, hazardous waste or industrial waste materials. If so, provide the following information:
No hazardous materials
 - a. The installation date of said unit(s);
 - b. The use of said unit(s);
 - c. Whether hazardous substances, hazardous wastes and/or industrial waste material were stored/disposed in said unit(s), and
 - d. The closure or other final disposition of said unit(s).
16. Describe activities and conditions at the Site during the time that the Company leased, maintained occupied or used a building or area of the Site, including in the building or area occupied by the Company and any other building or
Took Large Christmas decorations out of commercial buildings in January, put it in storage in the warehouse, locked the door and did not come back again until the end of the next year, when we would refurbish the trees, wreaths & garland and remove them from the scene

area, and indicate what entity or entities undertook these activities. Provide any Site maps that are in the Company's possession, custody or control showing the location of these activities and any other documents describing the buildings or areas where these activities took place. *Parker Interior Plantscape T/A Holiday Creations by Parker d.b. The work, no site maps. All work was done inside building 4A.*

17. State whether any agreements or contracts (other than insurance policies) exist pursuant to which the Company or its past or present shareholders may be indemnified for any liability that the Company may be found to have under CERCLA for releases and threatened releases of hazardous substances at the Site. If such agreements or contracts exist, provide a copy of the agreements or contracts. If the documents are not available, refer to Question 10 above, for the specific information required.

N/A

18. State whether an insurance policy has ever been in effect pursuant to which the Company may be indemnified for any liability that the Company may be found to have under CERCLA for releases and threatened releases of hazardous substances at the Site. If any such policies exist, please provide a copy of the policy(ies). In response to this request, provide not only those insurance policies and agreements that currently are in effect, but also those that were in effect during the entire period of the Company's occupation of or operation at the Site. Identify any policy that you cannot locate or obtain by the name of the carrier, years in effect, nature and extent of coverage, and any other information you have.

N/A

19. State whether any of the business entities identified in Question 1 above have filed for bankruptcy and if so, provide the following information: *N/A*

- a. The date of such filing;
- b. The statutory provision under which a petition for bankruptcy was filed (Chapter 7, 11 or 13);
- c. The court where the petition was filed;
- d. The name, address and telephone number of the bankruptcy trustee;
- e. The disposition of the petition and the date on which it was so disposed; and

- f. Any other information relevant to aforesaid bankruptcy.
20. Please supply any additional information or documents that may help EPA identify persons who may have been responsible for the release or disposal of hazardous substances, hazardous wastes and/or industrial waste material at the Site. *Sorry, I have no info.*
21. State the name(s), address(es), telephone number(s), title(s) and occupation(s) of the person(s) responding to this "Request for Information" or assisting in the preparation of the response, state whether such person(s) has personal knowledge of the information contained in the answers, and specify the question to which each person responded or provided assistance in responding to.
22. Identify all individuals (other than those identified in your response to Question 21) who may have information or documents relating to the subject of this Request for Information, and/or the generation, handling, storage, transportation or disposal of the hazardous substances, hazardous wastes or industrial waste materials that came to be located at the Site.

Item # 21 above:

Richard Parker
1325 Terrill Rd.
Scotch Plains, NJ 07076
President
908-322-5555 x100

Occupation: ~~Int.~~ Holiday Decorative
& Interior Plantscape

He has personal knowledge of
all activities at the warehouse
and all questions asked on
these forms.

22. No other individuals would have knowledge of the
chemicals because none were used or stored here.

P.S. I have enclosed a catalog on our company so you can
see what was stored in the warehouse and why no
chemicals were needed.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of _____

County of _____

I certify under penalty of law that I have personally examined and am familiar with the Information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Richard Parker
NAME (print or type)

President
TITLE (print or type)

[Signature]
SIGNATURE

Sworn to before me this
16 day of JUNE, 2004

[Signature]
Notary Public

THOMAS P. WALSH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 27 2007

DSC of Newark Enterprises, Inc.

70 BLANCHARD STREET
NEWARK, NEW JERSEY 07105

(201) 589-4200

Question #4

January 12, 1995

Everlasting Floral Products, Inc.
T/A Parker Interior Plantscape
1325 Terrill Road
Scotch Plains, NJ 07076-2596

Gentlemen:

Reference is made to our lease, dated January 4, 1994, covering Building No. 4A, ground floor, at our property located at 333 Hamilton Boulevard, South Plainfield, New Jersey, commonly referred to as Hamilton Industrial Park.

This letter will confirm that the existing lease between us is extended for one (1) additional year upon the same terms and conditions as previously set forth, except for the following:

1. The annual rental is increased to \$15,768.00 for a monthly rental of \$1,314.00 commencing December 30, 1994 and continuing for the remainder of the term.
2. Additional security deposit in the amount of \$194.66 is hereby acknowledged.

This letter shall be attached to and become part of our existing lease.

This agreement is not binding unless approved in writing by an authorized representative of the Landlord.

Kindly note your acceptance at the foot of the original and first copy of this letter and return to us for our signature.

ATTEST:

BY: _____

READ AND ACCEPTED:

DSC of Newark Enterprises, Inc.

BY: *A.A. Coraci*
A.A. CORACI, PRESIDENT

ATTEST:

BY: _____

Everlasting Floral Products, Inc.
T/A Parker Interior Plantscape

BY: *Richard Parker Pres 1/10/95*
Richard Parker, President

701934

Final Signed Contract

**LEASE AGREEMENT
BETWEEN
DSC OF NEWARK ENTERPRISES, INC., as Landlord
AND
PARKER INTERIOR PLANTSCAPE, as Tenant**

INDEX TO LEASE
BETWEEN
DSC OF NEWARK ENTERPRISES, INC. AND
Parker Interior Plantscape

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THIS AGREEMENT, between DSC OF NEWARK ENTERPRISES, INC., a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the State of New Jersey, 07105, as Landlord, and Parker Interior Plantscape, having a mailing address at 1325 Terill Road, Scotch Plains, New Jersey, 07076, as Tenant;

WITNESSETH: The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Approximately 7,300 square feet of Building No. 4A as designated by Landlord, 333 Hamilton Boulevard, South Plainfield, New Jersey commonly referred to as Hamilton Industrial Park for the term of one year to commence from the ^{29th} day of December, 1993 and to end on the ^{29th} day of December, 1994, to be used and occupied only for storage of artificial Christmas trees and other related uses, non-hazardous or flammable, upon the condition and covenants following:

ARTICLE 1: PAYMENT OF RENT

The Tenant covenants and agrees to pay to the Landlord, the rent in the following manner: \$ 14,600 annually, payable \$ 1,216.67 on the execution and delivery of this Agreement in payment of the first month's rent, and \$ 1,216.67 on the 23rd day of each and every month thereafter, payable without demand.

Upon termination of this lease on 12/22/94, this lease agreement will be considered month-to-month, with thirty (30) days notice to terminate by either party, certified mail, return receipt requested.

ARTICLE 2: REPAIRS AND CARE

The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of the Tenant, its employees, agents, and invitees, and at the end or their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

ARTICLE 3: COMPLIANCE WITH LAWS, ETC.

The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.

In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent.

and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

ARTICLE 5: ASSIGNMENT

The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.

ARTICLE 6: ALTERATIONS, IMPROVEMENTS

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

ARTICLE 7: FIRE AND OTHER CASUALTY

In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond Landlord's control.

ARTICLE 8: INSPECTION AND REPAIR

Tenant agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

ARTICLE 9: RIGHT TO EXHIBIT

The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises, "To Let" or "For Sale", and the Tenant hereby agrees to permit the signs to remain on the premises without hindrance or molestation.

ARTICLE 10: VACANCY OR EVICTION

If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-letting.

ARTICLE 11: REPAIRS OF DAMAGES

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises. Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

ARTICLE 12: SIDEWALKS, DRIVEWAYS, YARDS, ETC.

The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or halls and stairs of the building, nor allow same to be obstructed or encumbered in any manner. It is understood and agreed that no trucks will be allowed stationary parking.

ARTICLE 13: SIGNS

The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord or Landlord's representatives. If the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

ARTICLE 14: NON-LIABILITY OF LANDLORD

It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

ARTICLE 15: DEFAULT OF ANY COVENANTS

If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, repossess and enjoy.

ARTICLE 16: PRIORITY OF MORTGAGE

That this lease shall not be a lien against these premises in respect to any mortgages that are now on or that hereafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

ARTICLE 17: SECURITY

The Tenant will deposit with the Landlord the sum of \$ 3,650.01* as security on execution of leases, for the full and faithful performance by the Tenant of all of the terms and conditions of Tenant's part to be

performed, which sum shall be returned to the Tenant without interest after the time fixed as the expiration of the lease term, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the Security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

*Represents three months rent. The deposit at no time will be less than three months rent during the term or for any renewals, options, extensions, or expansions.

ARTICLE 18: SECURITY DEPOSIT MORTGAGED, ASSIGNED, ETC.

The security deposit under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

ARTICLE 19: FIRE INSURANCE

It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall terminate and come to an end.

ARTICLE 20: REMEDIES TENANT'S DEFAULT

Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intention to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice may be given by mail to the Tenant addressed to the leased premises. All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

ARTICLE 21: MISCELLANEOUS ADDITIONAL CHARGES

The Tenant shall pay to the Landlord the rent or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed applicable to sewage disposal and fire line charges, if any, and will also pay the expenses for the setting of a water meter in the premises should the latter be required. If such rent or charges or expenses are not so paid, the same shall be added to the next month's rent thereafter to become due.

ARTICLE 22: CREATION OF FIRE HAZARDS

The Tenant will not nor will the Tenant permit under tenant or other persons to do anything in the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on the building, and the Tenant agrees to pay on demand any such increase.

ARTICLE 23: REMOVAL OF TENANT'S PROPERTY

If after default in payment of rent or violation of any other provision of this lease, or the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of lease, or vacates the premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

ARTICLE 24: NON-WAIVER BY LANDLORD

The failure of the Landlord to insist strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect.

ARTICLE 25: TENANT'S CONTINUED LIABILITY

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term; such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, or at the Landlord's option, in advance for the entire deficiency to be realized during the term of re-letting.

ARTICLE 26: EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease. No part of any award shall belong to the tenant.

ARTICLE 27: TENANT OBLIGATION TO PAY RENT

This lease and the obligation of Tenant to pay rent and perform all of the other covenants and agreements on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected

by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

ARTICLE 28: DELAY IN OCCUPANCY

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of that premises are not ready for occupancy, or because a prior Tenant is wrongfully holding over or any other person is wrongfully in possession or because of any other reason; in such event the rent shall not commence until possession is given or is available, but the term of the lease shall not be extended.

ARTICLE 29: SUBORDINATION OF LEASE

This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which the premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord further to effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

ARTICLE 30: WARRANTY AS TO BROKER

Tenant represents and warrants to Landlord that Andy Rosenthal of Bussel Realty Corporation was solely responsible in bringing about this agreement of lease and Landlord relies upon this representation.

ARTICLE 31: UTILITIES

No utilities or services are to be provided by Landlord other than those specifically set forth in this agreement. Electric current for any heater or sprinkler system apparatus or condensate pump in premises and also for lighting and exit signs in common adjoining area (if any) is to supplied and paid for by the Tenant.

ARTICLE 32: ACCESS TO PREMISES

Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.

ARTICLE 33: ATTORNEY'S FEES

The Tenant agrees to pay as additional rent, all attorney's fees at the rate of \$150.00 per hour and other expenses, including but not limited to Landlord's employees time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual, incurred by the Landlord in enforcing any of the Tenant's obligations under this lease.

ARTICLE 34: INCREASE OF TAXES

Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 1993 then Tenant agrees to pay increase in taxes as additional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's property available for leasing. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall be collectible as part of rent. In the event a reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due under this lease will be based on an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space rise as a result of the

diminution. The taxes for the year during and following any reduction of rentable area will be considered to be the assessment, without the reduction (if any) due to the diminution of the property, multiplied by the applicable tax rate.

ARTICLE 35: BREACH OF COVENANT

Tenant agrees to use the premises and to conduct its business in such a manner that it will not create a nuisance or disturbance to other Tenants or occupants. Tenant agrees that it will not keep any dogs on the leased premises, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall emanate outside of the demised premises, that no corrosion of metal or other deterioration of any form of Landlord's property shall occur to the interior or exterior of the Landlord's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so elects, give Tenant ten days notice of his intention to terminate this lease and/or any renewed term thereof for breach of covenant. In that event this lease and/or any renewed term thereof, shall terminate on the date of expiration of the notice, and Tenant agrees to vacate and surrender the premises to Landlord on that date, but Tenant shall remain liable for payment of rent until the reletting of the premises or if after reasonable effort to relet the premises, until the original termination date of this lease, or until the date of expiration of any renewed term thereof, notwithstanding such earlier termination. Such notice shall be deemed sufficient if addressed to Tenant at the demised premises and mailed by Registered or Certified Mail. A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc., emanate outside of the demised premises, and if so, whether they are of an objectionable or harmful nature, or as to whether corrosion, or other forms of deterioration of Landlord's property, as a result of Tenant's occupancy is taking place.

ARTICLE 36: DAMAGE TO PREMISES

The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the premises nor any of its facilities or installation. Should any damage of any kind or size take place, because of Tenant's operation or negligence, except normal wear and tear, Tenant shall forthwith diligently repair or replace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

ARTICLE 37: LIABILITY INSURANCE

The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord during the term of this lease, general public liability insurance, insuring the Landlord against liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than \$500,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall have, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, and for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

ARTICLE 38: TELEGRAPH SERVICE CHARGE

The Tenant, in addition to other obligations stipulated herein, shall pay to Landlord as rent, within ten (10) days after presentation of bill, a telegraph service charge. This service provides central station supervision over building water flow for fire protection purposes. Tenant will pay to the Landlord the monthly sum of \$65.00. This charge will be subject to adjustment in the event the telegraph company increases or decreases its charges to Landlord, and/or on a pro rata basis the square footage demised hereunder increases or decreases. Under no circumstances will the Landlord be held liable for the acts or negligence of the telegraph company. The Landlord shall have the right to terminate the service provided for in this paragraph at any time upon sixty (60) days notice to Tenant.

ARTICLE 39: LOSS OR DAMAGE CAUSED BY FIRE

Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to Tenant for any loss or damage caused by fire or any other risk insured against by fire, standard extended coverage and malicious mischief and vandalism insurance, in force at the time of such loss or damage.

ARTICLE 40: LANDLORD'S OPTIONS

If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the cost and expense shall be payable on demand or, at the option of the Landlord, shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

ARTICLE 41: EXAMINATION OF PREMISES

The Tenant agrees that he has examined the premises and is familiar with their condition and that the Tenant is leasing the premises in their present condition, except as herein otherwise provided. The Tenant agrees that the Landlord has made no representations or promises with respect to the premises except as herein set forth.

ARTICLE 42: LATE FEES

Without prejudice to any other right of the Landlord under this lease, Landlord shall have the right to charge a late fee for rent and other charges paid later than five (5) days after their due date, which fee shall be five percent (5%) per month of the additional rent.

ARTICLE 43: UNFORESEEN TAXES

In the event any tax is levied by any governmental body, at any time during the term of the Tenant's occupancy, and in connection therewith, which is not contemplated by the parties, the obligation and payment therefor shall be borne by the Tenant, regardless of the method of collection or upon whom the tax is levied.

ARTICLE 44: HEAT

The Tenant will keep the premises sufficiently heated at all times, at his own cost and expense, to prevent freezing, water and steam damage to all sprinkler, plumbing, heating, and all other building utilities, equipment and realty.

ARTICLE 45: ISRA

- (a) Tenant shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. and the regulations promulgated thereunder (hereinafter referred to as "ISRA"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the Bureau of Industrial Site Evaluation (hereinafter referred to as "The Bureau") of the State of New Jersey Department of Environmental Protection and Energy (hereinafter referred to as the "NJDEPE"). In no event shall Tenant be responsible for any remediation at the premises unless resulting directly from Tenant's use and occupancy of the premises. Should the Bureau or any other division of NJDEPE determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease, because of Tenant's use or occupancy of the premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Tenant's obligations under this paragraph shall arise if there is any closing, termination or transferring of Tenant's operations of an industrial establishment at the premises pursuant to ISRA. If ISRA compliance becomes necessary at the premises due to any action or non-action on the part of Landlord or any third party, including but not limited to a change in ownership of the operations, then Landlord shall comply with ISRA and all requirements of the Element and NJDEPE at Landlord's own expense. At no expense to Landlord, Tenant shall promptly provide all information requested by Landlord for preparation of non-applicability affidavits and shall promptly sign such affidavits when requested by Landlord. Tenant shall indemnify, defend and save harmless Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges or hazardous substances or wastes at the premises which occur during the term of this Lease; and from all fines, suits, procedures, claims, and actions of any kind arising out of Tenant's failure to provide all information, make all submissions, and take all actions required by the ISRA Bureau or any other division of NJDEPE. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord remains responsible for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.
- (b) The Tenant's obligation to pay rent shall continue until such time as the Tenant obtains and delivers to the Landlord, a negative declaration or letter of non applicability or similar declaration as defined in the New Jersey Industrial Site Recovery Act, or such other proof, reasonably satisfactory to the Landlord, that the demised premises may be sold without violation of the New Jersey Industrial Site Recovery Act.
- (c) Tenant's SIC number is 3998.

ARTICLE 46: LANDLORD'S SIGNATURE

This agreement is not binding unless approved in writing by an authorized representative of the Landlord. The Tenant on paying the yearly rent, and performing the covenants under the lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of the lease, provided, however, that this covenant is subject to Landlord retaining title to the premises. The covenants and agreements contained in this lease are binding on the parties and their respective successors, heirs, executors, administrators and assigns. The words used in the singular shall include words in the plural where the text of this instrument so requires.

GUARANTEE

In consideration of the sum of \$1.00 in hand paid, receipt whereof is hereby acknowledged and in consideration of the Lessor's making of the foregoing Lease, the undersigned hereby guarantees the payment by the times therein specified and the performance by the Lessee of all the terms and conditions of the said lease, applicable also to any options, revisions, extensions, and taking of additional space. The undersigned expressly waives notice of all default by the Lessee.

Richard Parker Pres. 11/4/94
Richard Parker

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this 4th day of January

199 4.

SIGNED, SEALED AND DELIVERED in the presence of:

ATTEST:

Lara Coraci
Lara Coraci

BY:

Anthony A. Coraci
Anthony A. Coraci, President

ATTEST:

Deane Fennell 1/4/94
Deane Fennell

BY:

Richard Parker 1/4/94
Richard Parker, President

**ADDENDUM TO LEASE BETWEEN DSC OF NEWARK ENTERPRISES INC.
AND PARKER INTERIOR PLANTScape**

1. The Lease should be in the name of Everlasting Floral Products, Inc. t/a Parker Interior Plantscape.
2. Witnesseth Clause - Most of the material we will store is fire resistant; however, some is flammable.
3. In Article 2 ("Repairs and Care") - Parker has no responsibility to repair or replace the pipes, heating and plumbing systems, walls, ceilings, floors, woodwork, interior plumbing, HVAC heating, ventilating and air conditioning systems, and other similar equipment. That is, essentially all mechanical and structural defects would be the responsibility of the landlord, unless damaged by Parker or an agent of Parker.
4. In Article 3 - If there is a requirement to change any of the pre-existing structures, it shall be an option of Parker to have the landlord cover the expense.
5. In Article 5 - ("Assignment") revise this to read:

The tenant shall not assign this lease, or sublet or sublease the premises or any part thereof without the written permission of the landlord, which shall not be unreasonably withheld. The tenant shall not permit or suffer the same to be occupied for any purpose deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.
6. In Article 7 ("Fire and Other Casualty") add: If the premises is more than 25% destroyed, Parker as a tenant would have the option to terminate the lease.
7. Article 8 and 9 relate to inspection and repair and the landlord's right to exhibit. This should be done upon "reasonable notice" to Parker.
8. In Article 10 ("Vacancy or Eviction") - There is a strong possibility that all or a portion of the premises may be vacant at some time. Therefore, the first sentence of Article 10 is deleted, as it relates to empty or partially empty warehouses during use.
9. Article 11 ("Repairs and Damages") - Parker shall not be compelled to obtain or pay for any insurance we do not wish to obtain. Any previously cracked or damaged areas will not be required to be repaired by Parker. Extensive photos have been taken. Parker will obtain public liability insurance.
10. Article 12 ("Sidewalks, Driveways, Yards, etc.") There shall be added provision that the landlord shall keep common areas free of snow, ice and other debris.

11. In Article 17 ("Security") - Change this to two months security and one month advance on rent.
12. Article 21 ("Miscellaneous Additional Charges") - If there is no meter for Parker's portion of the premises, Parker shall only be responsible to pay Parker's proportionate share of the water.
13. Article 22 ("Creation of Fire Hazards") - Although most of the items stored are fire resistant, there are occasional items that are not.
14. In Article 30 ("Warranty as to Broker") - DSC shall be responsible for the brokerage commission.
15. In Article 33 ("Attorneys' Fees") - Requires Parker to pay attorneys fees and costs of the landlord in enforcing tenant's obligations under the lease. Similarly, there shall be a reciprocal obligation on the part of landlord in the event that Parker is forced to go to Court and enforce any of the landlord's obligations under the lease.
16. In Article 42 ("Late Fees") - Change the 5 days to 10.
17. The tenant is only responsible to keep heat on in little rooms where the water comes in or is. Landlord will inform tenant of all pipes that need to be heated and tenant will heat.
18. Add to contract: Any disagreement between the parties with respect to the interpretation or application of this Lease or the obligation of the parties hereunder shall be determined by arbitrators (unless agreed to otherwise by the parties) designated by the American Arbitration Association in accordance with the rules of the such association. The arbitrator is designated in acting under this Lease shall make their award in strict conformity with such rules and shall have no power to depart from or change any other provisions thereof. The party that loses the arbitration, including reasonable attorneys fees of the successful party. All such proceedings shall be conducted in the County in which the demised premises is located.
19. Add to contract: Letter of 12/21/93, Exhibit A.

ATTEST: Lara Coraci
Lara Coraci

BY: Anthony Coraci

Anthony Coraci, President

ATTEST: Deane Fennell
Deane Fennell 1/4/94

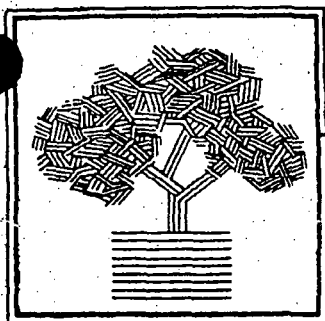
BY: Richard Parker 1/4/94

Richard Parker, President

EXHIBIT A

PARKER INTERIOR PLANTSCAPE

1325 Terrill Road, Scotch Plains, New Jersey 07076 • (908) 322-5552 • Fax: (908) 322-4818



December 21, 1993

Bussel Realty Corporation
2850 Woodbridge Ave.
Edison, NJ 08837-3602

ATTN: Andy Rosenthal

Dear Andy,

Please find enclosed a check for the amount of \$3650.01 to cover the rental of Building 4A at 333 Hamilton Blvd. in South Plainfield. This amount is for two months security to be returned, and one month deposit.

This is based on the following:

1. A 12 month lease with the option to continue agreement on a monthly basis at the same price.
2. Majority of lights and heat are to work.
3. We can park two ^{- 22 foot} trucks at the loading dock, and other trucks waiting to unload should not be parked overnight.
4. Price is \$1216.67 per month for 7300 sq. ft.
- ~~5. Lease contract will be a standard, reasonable contract.~~
6. We can put up a makeshift tent over the loading dock for approximately 4 months and take it with us.

This letter refers to Parker Interior Plantscape check number 11641. Thank you for acceptance of these terms. I look forward to a long and successful relationship.

Sincerely,

Richard Parker
President
PARKER INTERIOR PLANTSCAPE

701953



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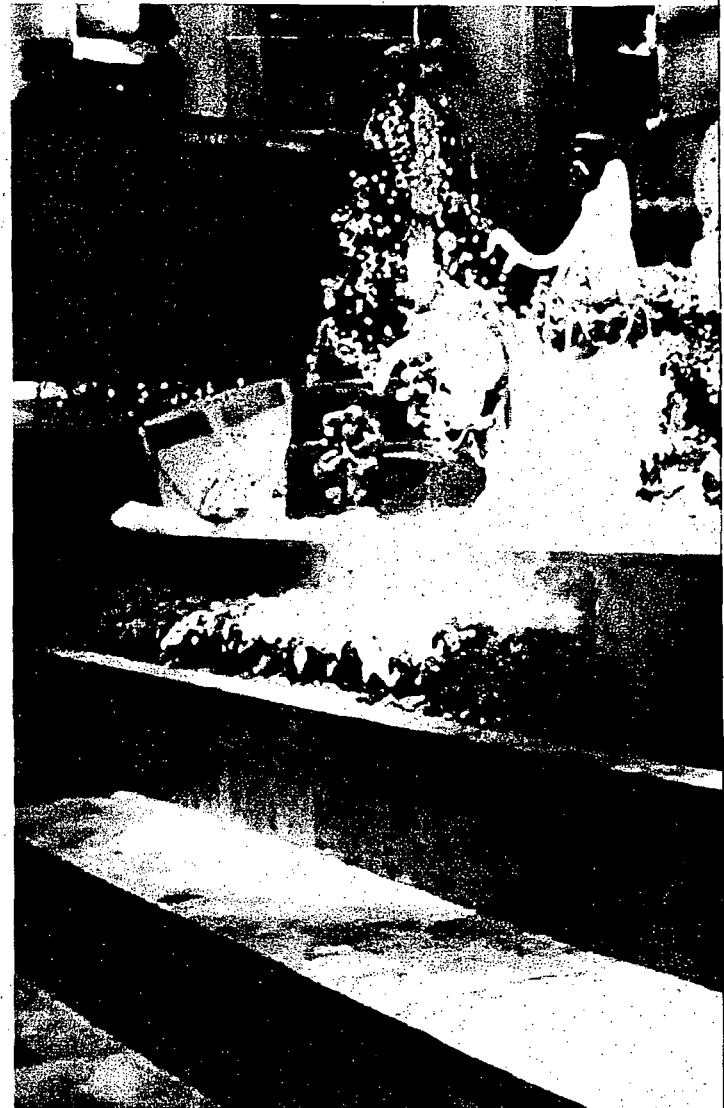
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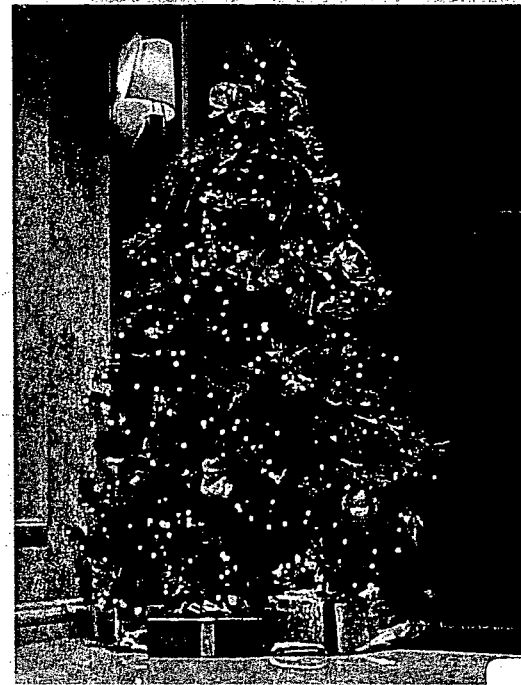
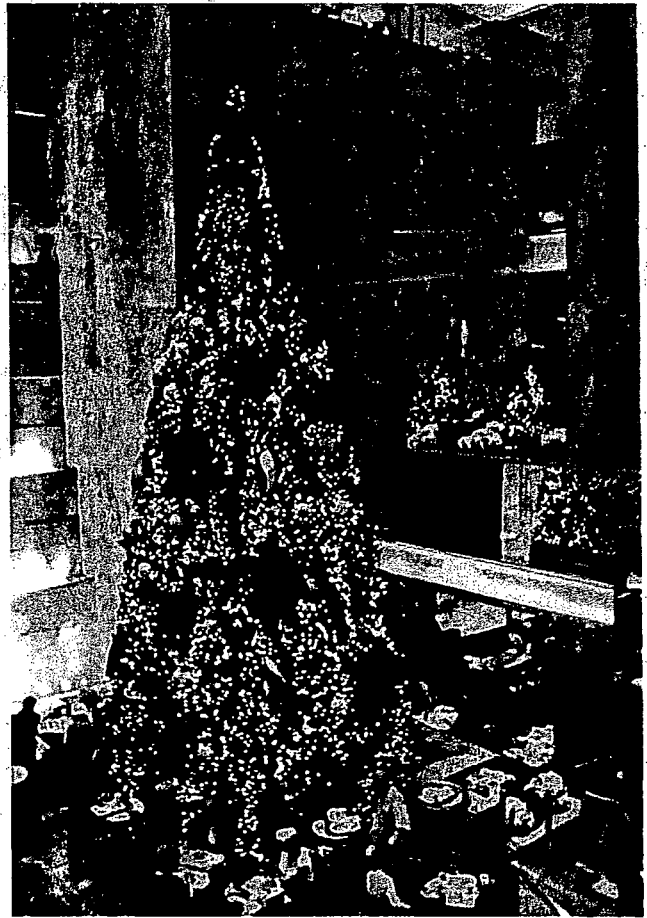
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